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12 ASHA DANIELS
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15 **UNITED STATES DISTRICT COURT**
16 **CENTRAL DISTRICT OF CALIFORNIA**
17

18 ASHA DANIELS, as an Individual,
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20 Plaintiffs,
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22 v.
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24 BIG GRRRL BIG TOURING, INC,
25 a Delaware Corporation; MELISSA
26 JEFFERSON (aka "LIZZO"), as an
27 Individual; CARLINA
28 GUGLIOTTA, as an Individual; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: 2:24-cv-03571-FLA-PVC

Assigned for All Purposes to
District Judge: Hon. Fernando L. Aenlle-Rocha
Magistrate Judge: Hon. Pedro V. Castillo

**PLAINTIFF'S APPLICATION FOR
LEAVE TO FILE UNDER SEAL
DOCUMENTS PRODUCED BY ORDER
DOCKET NO. 51**

Action Filed: September 21, 2023
Removed: April 30, 2024
Trial Date: December 1, 2025

1 Pursuant to Local Rule 79-5.2.2(b), Plaintiff, ASHA DANIELS (“Plaintiff”),
2 hereby submits this Application for Leave to File Under Seal Documents Designated
3 by Plaintiff as Confidential Pursuant to a Protective Order. Plaintiff seeks to file under
4 seal the unredacted version of the documents produced by Plaintiff in compliance with
5 the Court’s Order (Docket No. 51).

6 **I. BACKGROUND**

7 Ronald Zambrano and the law firm West Coast Trial Lawyers, APLC (“WCTL”),
8 represents Arianna Davis, Crystal Williams and Noelle Rodriguez in their claims
9 against, inter alia, Defendant Big Grrrl Big Touring (“BGBT”) – LASC Case No.
10 23SMCV03553. Defendants in that action filed an appeal following an order denying
11 most of their anti-SLAPP Motion – Court of Appeal (2nd Dist.) Case No. B337528.
12 This action is between another WCTL client Asha Daniels (“Plaintiff”).

13 In response to Defendant BGBT’s subpoenas to testify and produce documents
14 at deposition, Arianna Davis, Crystal Williams, and Noelle Rodriguez (“Witnesses”)
15 produced several strings of text messages and social media chats between them and
16 Plaintiff (collectively, “Clients”). Portions of those messages relay what Mr. Zambrano
17 (their respective attorney) told them or what they told Mr. Zambrano in connection with
18 their claims against the same Defendant. These portions were redacted under the
19 assertion that they are privileged from disclosure under the attorney-client privilege
20 through the “common interest” and/or the “joint client” doctrines.

21 After an informal discovery conference and subsequent briefing regarding the
22 redactions at issue, the Court ordered Plaintiff to produce unredacted versions of the
23 messages subject to the Stipulated Protective Order in this case and to be used in this
24 litigation only. The Court also ordered Plaintiff to file an unredacted version of the
25 messages pursuant to Local Rule 79-6. According to Local Rule 79-6.3, the Court, after
26 reviewing a document in camera, may order it to be filed publicly or under seal. Since
27 the Order does not specify whether the unredacted version of the messages are to be
28 filed publicly or under seal, Plaintiff respectfully requests leave to file the unredacted

1 version of the messages under seal.

2 Neither WCTL nor Plaintiff is asserting the communications between the Clients
3 are wholly privileged from disclosures. Rather, only those portions that relate to or
4 repeat to what WCTL told the Clients or vice versa is privileged from disclosure through
5 the attorney-client privilege vis a vis the “common interest” and/or the “joint client”
6 doctrines. These communications were made “in pursuit of a joint strategy in
7 accordance with some form of agreement—whether written or unwritten” (*Bruno v.*
8 *Equifax Information Services, LLC* (E.D. Cal. 2019) 2019 WL 633454, at *10.)

9 II. LEGAL ARGUMENT

10 A. NO WRITTEN AGREEMENT IS REQUIRED

11 A written agreement is required for a party to invoke the common interest or joint
12 client doctrine. The Ninth Circuit unambiguously ruled “it is clear that no written
13 agreement is required, and that a common interest agreement may be implied from
14 conduct and situation. (*U.S. v. Gonzalez* (9thCir. 2012) 669 F. 3d 974, 979. (citing *In*
15 *re Regents of Univ. of Cal.*, 101 F.3d 1386, 1389 (Fed.Cir.1996) (it may reasonably be
16 inferred from consultation among clients and counsel allied in common legal cause that
17 disclosures are confidential); *HSH Nordbank AG v. Swerdlow*, 259 F.R.D. 64, 72 n. 12
18 (S.D.N.Y.2009) (noting joint agreement need not be in writing to protect a
19 communication); *Avocent Redmond Corp. v. Rose Elecs., Inc.*, 516 F.Supp.2d 1199,
20 1203 (W.D.Wash.2007) (“a written agreement is not required” to invoke the joint
21 defense privilege).)

22 *Gonzalez’s* ruling that no written agreement is required has been cited by over 40
23 California district courts, including *Finjan, LLC v. ESET, LLC* (S.D. Cal. 2021) 2021
24 WL 1541651, *Patagonia, Inc. v. Anheuser Busch, LLC* (C.D. Cal. 2020) 2020 WL
25 6260020, *1, *Thunder Studios, Inc. v. Kazal* (C.D. Cal. 2018) 2018 WL 11346848, at
26 *5, and *Bruno v. Equifax Information Services, LLC* (E.D. Cal. 2019) 2019 WL 633454,
27 at *10.

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1 Based thereon, the lack of a written agreement between the parties and counsel
2 about asserting a common interest or joint prosecution does not prevent assertion of the
3 attorney client privilege for communications within those doctrines.

4 **B. COMMON INTEREST AKA JOINT CLIENT DOCTRINE**

5 The party invoking the protection of the common interest doctrine must establish:
6 (1) the communication was made by separate parties in the course of a matter of
7 common interest, (2) the communication was designed to further that effort, and (3) the
8 privilege has not otherwise been waived.” (In re *Leslie Controls, Inc. (Bankr. D. Del.*
9 *2010)* 437 B.R. 493, 496.) Here, the redacted portions of the communications between
10 the clients were made in the common interest of their similar employment claims against
11 the same defendant, they were made to further that effort in that they’re repeating what
12 their attorney told them, and that privilege has not otherwise been waived. On the third
13 point, there is no contention by Defendant that the privilege was otherwise waived
14 beyond the communications between the 4 clients.

15 In *Diagnostics Systems Corp. v. Symantec Corp.*, a Central District court held
16 where two parties shared with each other what their common counsel told them, there
17 was no waiver of the privilege. (*Ibid.* (C.D. Cal. 2008) 2008 WL 9396387, at *9.) The
18 district court in *Diagnostic Systems* ruled that “[u]nder the joint client or common
19 interest doctrine, ‘communications among joint clients and their counsel . . . are
20 protected from disclosure to others.’” (*Id.* (citing *Griffith v. Davis*, (C.D.Cal.1995) 161
21 F.R.D. 687, 693 (*Griffith* found waiver because communication was not connected to
22 litigation).) “[T]he joint client doctrine typically has been applied to overcome what
23 would otherwise have constituted a waiver of confidentiality because a communication
24 has been shared between two clients.” (*Id.*)

25 The *Diagnostic Systems* court reasoned:

26 Amado and DSC share an interest in the outcome of the instant
27 litigation. Amado has been substantially involved in this
28 litigation . . . through which he has been represented by SCB.
Although he is not a named party, he is nearly a Plaintiff in the

1 instant action. His clear common goal and involvement in the
2 instant action, as well as his shared counsel with DSC, create a
3 common interest privilege. For these reasons, the Special Master
was correct in sustaining the privilege. (*Id.*)

4 **1. Doctrine Applies to Communications Where No Attorney Present**

5 Another Central District court in *Amphastar Pharmaceuticals, Inc. v. Aventis*
6 *Pharma SA* explicitly affirmed “the rationale for the joint defense [aka ‘common
7 interest’] rule remains unchanged: that persons who share a common interest in
8 litigation should be able to communicate with their respective attorneys and with each
9 other to more effectively prosecute or defend their claims.” (*Ibid.* (C.D. Cal. 2013) 2013
10 WL 12136380, at *5 (emphasis added).) *Amphastar* further explained the doctrine’s
11 applicability: “the privilege does not solely apply to cooperating defendants. It also
12 applies to cooperating plaintiffs. Further, the privilege is not limited to co-parties. The
13 privilege does not require a complete unity of interests among the participants, and it
14 may apply where the parties' interests are adverse in substantial respects.” (*Id.* (internal
15 citations omitted) (emphasis added).)

16 Applying these principles, *Amphastar* found that one party’s pre-filing disclosure
17 of the documents and other communications to the Government did not result in a
18 waiver because sufficient commonality of interests such that they can successfully
19 assert the joint prosecution privilege, even if the Government did not intervene.
20 (*Amphastar*, *supra*, at *5)

21 To the extent the Defendant relies on *Pacific Pictures* (which was mentioned in
22 the IDC), it is inopposite here. That court rejected the argument that Toberoff had a
23 common interest with the Government as the victim of a crime for lack of evidence that
24 Toberoff and the USAO “agreed before the disclosure jointly to pursue sanctions
25 against Toberoff’s former employee.” *Id.* Moreover, the court found no evidence that
26 disclosure of the documents was intended to facilitate representation of either Toberoff
27 or the Government. *Id.* at 1129-30. Unlike Taboeroff and the Government in *Pacific*
28 *Pictures*, the 4 Clients are jointly pursuing claims against the same party, and their

1 communications of what WCTL shared with them or vice versa is connected to the
2 representation of all of them.

3 Based thereon, the 4 Clients communications about what they told WCTL or vice
4 versa is protected from disclosure under the “common interest” doctrine.

5 **C. JOINT-CLIENT DOCTRINE**

6 Under the joint-client doctrine, communications among joint clients and their
7 counsel are not privileged in disputes between the joint clients, but are protected from
8 disclosure to others. (*Griffith v. Davis* (C.D. Cal. 1995) 161 F.R.D. 687, 693.) the joint
9 client doctrine typically has been applied to overcome what would otherwise have
10 constituted a waiver of confidentiality because a communication had been shared
11 between two clients. (*Id.* (citing *Metro Wastewater Reclamation v. Continental Cas.*,
12 142 F.R.D. 471, 476 (D.Colo.1992) (“[c]ommunications shared with third persons who
13 have a common legal interest with respect to the subject matter thereof will be deemed
14 neither a breach nor a waiver of the confidentiality surrounding the attorney-client
15 relationship.”).) The Griffith court found waiver because the statements through
16 documents were provided to the IRS through documents. (*Id.*)

17 Where as the “common interest” doctrine can exist where parties are represented
18 by different counsel, the “joint-client” doctrine exist where two parties are represented
19 by the same counsel. That is the case here, as WCTL represents all the Clients in their
20 respective cases against the present defendant.

21 **III. CONCLUSION**

22 Based on the foregoing, Plaintiff asserts the redacted portions of the
23 communications between the Clients, who retained WCTL for employment claims
24 against the present Defendant, are protected from public disclosure under the doctrines
25 of “common interest” and/or “joint-client.” Accordingly, Plaintiff seeks leave to file the
26 unredacted version of the messages under seal.

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1 Dated: June 30, 2025

WEST COAST EMPLOYMENT LAWYERS, APLC

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3 BY:



4 Ronald L. Zambrano, Esq.
5 Attorney for Plaintiff,
6 ASHA DANIELS
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PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen and not a party to the within action. My business address is 1147 South Hope Street, Los Angeles, CA 90015.

On June 30, 2025, I served the foregoing documents described as: **PLAINTIFF'S APPLICATION FOR LEAVE TO FILE UNDER SEAL DOCUMENTS PRODUCED BY ORDER DOCKET NO. 51** on the interested parties in this action by placing a true copy or original thereof enclosed in a sealed envelope, addressed as follows: **SEE MAILING LIST**

☐ **BY MAIL (FRCP 5):** I am readily familiar with the firm's practice of collection and processing documents for mailing. Under that practice it would be deposited with U.S. Postal Service on that same day with postage thereon fully prepaid at Los Angeles, California, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☐ **BY FACSIMILE TRANSMISSION (FRCP 5):** I caused such documents to be delivered via facsimile transmittal to the office of the addressee. The transmission(s) reported as complete and without error.

X **BY ELECTRONIC MAIL (FRCP 5(b)2(E)):** I caused such documents to be to be sent from the e-mail address madilaine@westcoasttriallawyers.com to the persons at the e-mail address(es) listed in the mailing list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☐ **BY OVERNIGHT DELIVERY (FRCP 5):** I caused such documents to be delivered via express service carrier to the office of the addressee.

☐ **BY PERSONAL SERVICE (FRCP 5):** I caused such documents to be hand-delivered to the office of the addressee.

☐ State X Federal

I declare under penalty of perjury pursuant to the laws of the State of California and the Federal Government of the United States of America that the foregoing is true and correct.

Executed on June 30, 2025, at Los Angeles, California.



Madilaine Yazon Venzon

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